AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 6	
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purch	nase Req	l .		(If applicable)		
P00010	2007JUL02	SEE SCHE	EDIII.E					
6. Issued By	Code W56HZV	7. Administered By		than Item 6)		Code	S2101A	
U.S. ARMY TACOM LCMC AMSTA-AQ-ASGD RICCARDO V. LELI (586)753-2229 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00		DCMA MARYLANI 217 EAST RED SUITE 1800 BALTIMORE, MI	WOOD ST	-5299		,		
EMAIL: RICCARDO.LELI@US.ARMY.MIL			CD C	PAS NONE		РТ но0338		
8. Name And Address Of Contractor (No., Street	et, City, County, State and	l Zip Code)		9A. Amendme	nt Of Solicitation	n No.		
FIELD SUPPORT SERVICES INC 6303 IVY LN STE 800 GREENBELT, MD 20770-6302			X	9B. Dated (See	Item 11)	t/Order No.		
				W56HZV-06-C-	0406			
TYPE BUSINESS: Small Disadvantaged I	Business Performing in	n U.S.	[10B. Dated (See Item 13) 2006SEP28				
Code 4MVH3 Facility Code	HICHEN ON V ADDIT	EC TO A MENIDAMENT	TC OF C		IG.			
The above numbered solicitation is amend	HIS ITEM ONLY APPLI							
is extended, is not extended. Offers must acknowledge receipt of this ame (a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or t ACKNOWLEDGMENT TO BE RECEIVED SPECIFIED MAY RESULT IN REJECTION change may be made by telegram or letter, p opening hour and date specified. 12. Accounting And Appropriation Data (If req	ing copies of telegram which includes a DAT THE PLACE DESIGN OF YOUR OFFER. If brovided each telegram or	of the amendments: (b reference to the solici SNATED FOR THE R by virtue of this amend) By ackr tation an RECEIPT dment yo	nowledging reco d amendment n OF OFFERS I u desire to chai	eipt of this ame r numbers. FAILI PRIOR TO THE nge an offer alre	ndment on each co URE OF YOUR E HOUR AND DA eady submitted, su	opy of the TE ach	
NO CHANGE TO OBLIGATION DATA	ITEM ONLY APPLIES T	O MODIFICATIONS	S OF CO	NTRACTS/OR	DERS			
KIND MOD CODE: 7	It Modifies The Contra				DERS			
A. This Change Order is Issued Pursuan The Contract/Order No. In Item 10A				The Cl	nanges Set Forth	In Item 14 Are M	Iade In	
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T			anges (su	ich as changes	in paying office,	appropriation da	ta, etc.)	
C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:								
D. Other (Specify type of modification a	nd authority)							
E. IMPORTANT: Contractor X is not,	is required to sign	this document and re	turn		copies to the Issi	ing Office.		
14. Description Of Amendment/Modification (C	Organized by UCF section	headings, including so	olicitation	ı/contract subje	ect matter where	e feasible.)		
SEE SECOND PAGE FOR DESCRIPTION								
Except as provided herein, all terms and condit and effect.			,		,		l force	
15A. Name And Title Of Signer (Type or print)		MICHAEL L.	CIONI	Of Contracting ARMY.MIL (586	Officer (Type o	r print)		
15B. Contractor/Offeror	15C. Date Signed	16B. United S	States Of	America		16C. Date Sig	gned	
(Signature of person authorized to sign)	_	Ву		/SIGNED/		2007J	TUL02	

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Name of Offeror or Contractor: FIELD SUPPORT SERVICES INC

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: National Automotive Center (NAC) Technical Support Program. This contract is for the contractor to provide technical expertise, management analysis, program management, logistical analysis and support, conceptual prototypes, demonstrations, and advanced concepts in technology in support of transformational technologies for the Department of Defense. Contract duration, is comprised of a base year with 7 year option for services.

PURPOSE OF MODIFICATION: Revise Section H of the contract in order to consolidate the Section H narratives and re-number the narratives for administrative purposes.

PREVIOUS AMOUNT OF CONTRACT: \$3,300,192.77
AMOUNT OF THIS ACTION: \$0.00
TOTAL CONTRACT AMOUNT: \$3,300,192.77

- 1. This is a unilateral modification.
- 2. The purpose of this modification P00010 is to revise Section H of the contract in order to consolidate the Section H narratives and renumber the narratives for administrative purposes.
- 3. This is an administrative change and, as such, there is no change to the total contract monetary obligation.

*** END OF NARRATIVE A0010 ***

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Name of Offeror or Contractor: FIELD SUPPORT SERVICES INC

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORDERING/CONTRACT ADMINISTRATION

All ordering/contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communications pertaining to contractual administration matters will be addressed to him. No changes in or deviation from the scope of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions by any person other than the Contracting Officer or the Contracting Officer's Representative.

H.2 SERVICES TO BE PERFORMED

- H.2.1 The parties to this Contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein. This is to ensure that the policies in Office of Federal Procurement Policy Letter 92-1 and the Department of Defense (DOD) Directive 4205-2 are adhered to. Contractors are specifically prohibited from performing inherently Government functions. Appropriate Agency control of the work product must be preserved to ensure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation.
- H.2.2 Contractor personnel rendering the services under this contract are not subject, by contract terms or in the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees. The Contractor further agrees to refrain from any activity that will make their personnel appear, in effect, to be Government Employees.
- H.2.3 All documents or reports produced by the contractor are to be suitably marked as Contractor products. The Contractor shall not be reimbursed for any work that is outside the Scope of Work set forth in either this contract or awarded work directives.

H.3 OPTIONS FOR ADDITIONAL LEVEL OF EFFORT

The Government shall have the unilateral right to increase the contract level of effort (LOE) to a maximum of 2,456,495 manhours at the hourly rates set forth in B.3.2. The Government may exercise this option at any time on or after contract award but in any event not later than eight years after contract award. The estimated hours per year are estimates only; the Government reserves the right to exercise more or less hours each year as long as the total hours exercised do not exceed 2,456,495. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to any existing CLIN or to establish a new and separate CLIN.

H.4 SPECIAL PROVISIONS

- H.4.1 Government Furnished Property
- H.4.2 The Government may furnish, from time to time, such items of Government-owned property deemed necessary to assist the Contractor in the performance of the Contract requirements.
- H.4.3 Upon completion of all effort under this work directive or the Contract, or in the event of the termination of the work directive or Contract, either partial or complete, all Government-owned property, including both property furnished to the Contractor and property acquired by the Contractor for the account of the Government, which will have become surplus or excess to any remaining Contract requirements, shall be reported immediately by the Contractor to the Contracting Officer at the US TACOM LCMC, ATTN: AMSTA-AQ-ASGD, Warren, MI. 48397-5000 for redistribution, shipping instructions, release for disposal, or other actions.
- H.4.4 Specific Government Furnished Property to be provided is/are as follows:

	Unit Acquisition		Total Acquisition	
<u>Item</u>	<u>Value</u>	Quantity	<u>Value</u>	Serial No./NSN
M872A4 Trailer	\$52,993.00	1	\$52,993.00	S70159
Rotors	\$ 66.74	15	\$1,001.10	2530014614732

		D.C.	Reference l	Page 4 of 6			
CONTIN	CONTINUATION SHEET			PIIN/SIIN W56HZV-06-C-0406 MOD/AMD P00010			
Name of Offeror or	Cont	ractor: FIE	LD SUPPORT S	SERVICES INC			•
Brake Pads/Sets	\$	189.81	10	\$1,898.10	2530014774194		
Caliper Assembly	\$	157.92	10	\$1,579.20	(Caliper Asse	mbly is sold in pieces as o	cited below)
					5305011858657	Set Screw	
					2530014849573	Brake, Single Disk L.H. Fr	cont
					2530011857998	Boot	
					2530014628079	Yoke R.H. Front	
					2530011856713	Yoke Backing	

H.5 ACCESS TO THE TACOM LCMC/TARDEC/NAC; IDENTIFYING CONTRACTOR EMPLOYEES; NON-DISCLOSURE STATEMENT

- (a) The US Government may, upon the contractors request, and if available, provide contractor personnel with use of its facilities under the effort and performance of this contract. Where the performance of the work requires the presence of the Contractor's personnel on government premises, the contractor shall ensure that its personnel shall comply with the policies and procedures in place of the US Government, TACOM LCMC and TARDEC/NAC.
- (b) This requirement is only applicable to contractor employees working at, or visiting, TACOM LCMC/TARDEC/NAC. The term "contractor employee" includes employees, agents, or representatives and all employees, agents or representatives of all prime contractors, subcontractors and suppliers.
- (c) (1) Badges/Passes: Contractor employees entering the TACOM LCMC/TARDEC/NAC are responsible for obtaining, and then returning, security identification badges/passes and vehicle registration decals/passes. Badges are valid only for the date spans indicated, by the Government, on each badge application form (STA Form 15 or 4109).
 - (2) Obtaining Badges:

"PICTURE" badges (generally issued to longer term visitors):

Furnish the Requiring Office or Procuring Contracting Officer (PCO) with two (2) copies, fully completed (those sections for each applicant), and signed, of STA Form 15 for each applicant;

 $\hbox{\tt "NON-PICTURE" badges} \ (\hbox{\tt generally issued to shorter term visitors}):$

Upon arriving at the TACOM LCMC/TARDEC/NAC at the TACOM LCMC Public Safety Office, Bldg. 232, complete a STA Form 4109 for the specific short term visit in question.

- (3) Returning Badges (to the TACOM LCMC Public Safety Office, Building 232).
 - --Return Non-picture badges upon its expiration date.
 - --Return Picture badges within (3) three business days of any of the

following:

The access-expiration date specified on the STA Form 15

If the contract is terminated, the date of termination;

If a visiting contractor employee is released, the date of employee release.

--Failure to comply with the requirements of this paragraph 2C may

be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be taken into account by the Government in evaluating the contractor's past performance on future acquisitions .

- (4) All contractor employees, while on the premises at TACOM LCMC/TARDEC/NAC Warren, shall continually wear the badge, which shall be visible at all times. All contractor employees shall not represent themselves, in any manner or appearance, as US Government employees.
- (5) The identification badge, or pass, issued to employees of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701, and barring the employee from the TACOM LCMC/TARDEC/NAC property.
- (6) If the contractor obtains a new or follow-on contract that again requires physical access to the TACOM LCMC/TARDEC/NAC property, he shall obtain new badges for his employees, indicating the new or follow-on contract number. The security policies described in this clause apply to any contractor employee on base in connection with any contract with TACOM-Warren.
- (d) At the discretion of the TACOM LCMC/TARDEC/NAC Commander, any individual known to have a criminal background involving violence may be denied access to the TACOM LCMC/TARDEC/NAC. Fingerprinting of employees and any other procedure deemed

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Name of Offeror or Contractor: FIELD SUPPORT SERVICES INC

necessary for the security of TACOM LCMC/TARDEC/NAC may be required at the discretion of TACOM LCMC/TARDEC/NAC Public Safety Office.

- (e) Any contractor employee attending meetings with Government employees within or outside the TACOM LCMC/TARDEC/NAC boundaries, shall, at the beginning of the meeting, announce that he/she is a contractor employee. He/she must state the Contractor's name and address, and state the name of all other companies or persons that (a) currently employ him, or (b) that he currently represents. In addition, for the duration of the meetings, the contractor employee shall wear a second visible badge that displays the contractor's company name.
- (f) If a visiting contractor is working on a classified contract, his/her visit request, with security clearance information, must be approved by the TACOM LCMC/TARDEC/NAC Industrial Security Specialist and be held on file the TACOM LCMC/TARDEC/NAC Intelligence and Security Division. Government employees hosting meetings will verify that the contractor employees security clearance information is on file in the TACOM LCMC/TARDEC/NAC Intelligence and Security Division prior to contractor access to classified information.
- (g) All contractor employees working on the U.S. Army installation, TACOM LCMC/TARDEC/NAC, in the State of Michigan, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army. Also, they must comply with any existing applicable regulations promulgated by TACOM LCMC/TARDEC/NAC. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program.
- (h) Each contractor employee working at the TACOM LCMC/TARDEC/NAC property under this contract shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges permitting access to the property. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below. A copy of the agreement will be made a part of the contract file.

FORMAT FOR

NON-DISCLOSURE AGREEMENT

I, _______, an employee of _________, a Contractor providing support services/supplies to TACOM LCMC/TARDEC/NAC or its tenants (hereinafter TACOM LCMC/TARDEC/NAC), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number ________, agree to and promise the following:

WHEREAS RECEIPIENT is engaged in delivery support services to TACOM LCMC/TARDEC/NAC under contract; and
WHEREAS, It is the intention of TACOM LCMC/TARDEC/NAC to protect and prevent unauthorized access to and disclosure of
nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WH
EREAS, TACOM LCMC/TARDEC/NAC acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information
in the course of delivering the contract services; and.

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and, WHEREAS, "nonpublic information" includes, but is not limited to such information as:

Proprietary information (e.g., information submitted by a contractor marked as proprietary. However please note: THIS NON-DISCLOSURE STATEMENT IS NOT SUFFICIENT TO ALLOW CONTRACTORS ACCESS TO ANOTHER CONTRACTORS PROPRIETARY INFORMATION. FOR THAT, A SEPARATE CONTRACTOR TO CONTRACTOR AGREEMENT IS REQUIRED.);

Advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies);
Source selection information (SSI) (e.g., bids before made public, source selection plans, and rankings of
proposals)(PLEASE NOTE: THIS AGREEMENT ALONE DOES NOT AUTHORIZE ACCESS TO SSI--ONLY PCO OR SOURCE SELECTION AUTHORITY CAN
AUTHORIZE SUCH ACCESS.);

Trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor);

Attorney work product;

Information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and Other sensitive information that would not be released by TACOM LCMC/TARDEC/NAC under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

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Name of Offeror or Contractor: FIELD SUPPORT SERVICES INC

will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT:	(signature)
PRINTED NAME:	
TITLE:	
EMPLOYER:	

*** END OF NARRATIVE H0001 ***